

DEPARTMENT OF INDUSTRIAL RELATIONS
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HOLIDAY PROVISION

FOR

**LANDSCAPE/IRRIGATION LABORER/TENDER
LANDSCAPE/IRRIGATION LABORER
LANDSCAPE HYDRO SEEDER
LANDSCAPE/IRRIGATION TENDER**

IN

SAN DIEGO COUNTY

102-X-14

LANDSCAPE MASTER AGREEMENT

Between

**THE SOUTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS
and its affiliated Local Unions**

and

CALIFORNIA LANDSCAPE AND IRRIGATION COUNCIL, INC.

THIS AGREEMENT entered into this 1st day of October, 2000, by and between the CALIFORNIA LANDSCAPE AND IRRIGATION COUNCIL, INC. (Association), on behalf of their eligible members, hereinafter referred to as the Contractor., and the SOUTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS and its affiliated Local Unions in the twelve Southern California Counties, hereinafter referred to as the Union.

**ARTICLE I
RECOGNITION**

The Contractor hereby recognizes the Union as the sole and exclusive collective bargaining representative of all employees of the Contractor, signatory hereto, over whom the Union has jurisdiction. Upon being presented with signature cards showing that a majority of the Contractor's employees covered by this Agreement have designated the Union as their exclusive representative for purposes of collective bargaining, the Contractor shall furnish to the Union a letter granting to the Union such recognition. It is understood that the Union does not at this time, nor will it during the term of this Agreement, claim jurisdiction over the following classes of employees: executives, civil engineers and their helpers, superintendents, assistant superintendents, master mechanics, timekeepers, messengers, office workers, or any employees of the Contractor above the rank of foreman. Master mechanic is defined as any person performing mechanical work on a full-time basis such as maintaining and repairing tractors and motor vehicles and who performs no landscape work.

The Union hereby recognizes the Association as the sole and exclusive collective bargaining representative for all present and future members, and/or other Contractors who may designate the Association as their exclusive bargaining representative, who are engaged in work covered by the Agreement.

The Contractor shall advise any transferee, purchaser, or successor employer of the Contractor of the existence of this Agreement, and the successor shall continue to be bound by all the provisions of this Agreement for its term. The Association shall submit

mutually agree to the termination of a Steward, then this matter shall be referred to the procedure as provided in Article X. If a Steward is laid off without notifying the Business Representative and the above procedure is not followed, the Contractor shall pay the Steward his regular wages for all days lost by this layoff.

The Steward is to receive grievances or disputes from employees of his craft and shall immediately report them to his Business Agent who shall immediately attempt to adjust said grievance or dispute with the Contractor or his representative.

If the grievance or dispute is not satisfactorily adjusted by the Business Agent and the Contractor or his representative within three (3) days, either party may refer the matter to the grievance procedure provided in Article X.

B. The Contractor agrees and understands that the Steward is not a representative of the Union, but of the employees on the job on which the Steward is employed. The sole grant of authority to the Steward by the Union is set forth in Paragraph A, above. The Steward has no other authority expressed or implied, granted by the Union.

ARTICLE XII HOLIDAYS

The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving Day, and Christmas Day. If any of the above holidays should fall on Sunday, the Monday following shall be considered a legal holiday. Work on such days shall be paid for at the Laborers' holiday overtime rate. No work shall be required on Labor Day except in cases of extreme urgency when life or property is in imminent danger. At such a time as Federal laws designate certain of the foregoing holidays to be celebrated on Monday, the same shall apply to this Agreement.

ARTICLE XIII EXISTING AND OTHER AGREEMENTS

A. The Union agrees that should it suffer, permit or enter into a contract, agreement, understanding or condition with any employer, or group of employers, on job site construction work within the territory covered by this Agreement, which contract, agreement or understanding is more favorable to that employer or group of employers than the terms herein set forth, such more favorable terms shall immediately be deemed to have been incorporated into this Agreement and applied to Contractors doing that type, or similar work as an employer, or group of employers, to whom the more favorable terms have been granted, provided that the Contractor complies with all of the terms and conditions of the contract containing more favorable terms. The foregoing shall not apply to "special conditions" as set forth hereafter in Sections B or C.